

**SETTLEMENT AGREEMENT BETWEEN THE MISSOURI
STATE BOARD OF REGISTRATION FOR THE HEALING ARTS
AND JANET SULLIVAN, M.D.**

Come now Janet Sullivan, M.D. (hereinafter “Licensee”), and the State Board of Registration for the Healing Arts (hereinafter the “Board”) and enter into this Settlement Agreement Between the Missouri State Board of Registration for the Healing Arts and Janet Sullivan, M.D. (“Settlement Agreement”) for the purpose of resolving the question of whether Janet Sullivan’s license as a physician and surgeon will be subject to discipline. Licensee and the Board jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo¹. This Settlement Agreement shall fully and finally resolve all complaints and disciplinary matters currently outstanding and within the Board’s knowledge.

1. Licensee acknowledges that she understands the various rights and privileges afforded by law, including the right to a hearing of the charges against her; the right to appear and be represented by legal counsel; the right to have all charges against her proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against her; the right to present evidence on her own behalf; the right to a decision based upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending against the Licensee; and subsequently, the right to a disciplinary hearing before the Board at which time evidence may be presented in mitigation of discipline. Having been advised of these rights provided to the Licensee by operation of law, the Licensee knowingly and

¹ All statutory references are to the Revised Statutes of Missouri (2011) unless otherwise stated.

voluntarily waives each and every one of these rights and freely enters into this agreement and agrees to abide by the terms of this document as they pertain to her.

2. The Licensee acknowledges that she has been informed of her right to consult legal counsel in this matter.

3. The parties stipulate and agree that the order agreed to by the Board and the Licensee in Part III herein is based only on the agreement set out in Parts I and II herein. The Licensee understands that the Board may take further action against her based on facts or conduct not specifically mentioned in this document that are either now known to the Board or may be discovered.

4. The Licensee understands and agrees that the Missouri State Board of Registration for the Healing Arts will maintain this agreement as an open record of the Board as required by Chapters 324, 334, 610, and 621, RSMo., as amended and will report this agreement to the National Practitioner's Data Bank (NPDB), the Health Integrity and Protection Data Bank (HIPDB), and the Federation of State Medical Boards (FSMB).

I. JOINT STIPULATION OF FACTS

Based upon the foregoing, the Board and the Licensee herein jointly stipulate to the following:

5. The State Board of Registration for the Healing Arts is an agency of the State of Missouri created and established pursuant to §334.120, for the purpose of executing and enforcing the provisions of Chapter 334, RSMo.

6. The Licensee is licensed by the Board as a physician and surgeon, License Number 2009003022, which was first issued on February 6, 2009, pursuant to Chapter 334, RSMo. Licensee's license was current and active at the time of the events relevant herein.

COUNT I

7. Respondent was registered with the Missouri Bureau of Narcotics and Dangerous Drugs ("BNDD") until November 12, 2010.

8. On November 12, 2010, Respondent's BNDD registration closed by operation of 19 CSR 30-1.023 because of a change of practice location.

9. Licensee wrote prescriptions for controlled substances after November 12, 2010, when her BNDD registration was closed.

10. Specifically, Licensee wrote the following prescriptions for controlled drugs: Tylenol #3, quantity 180, on 2/10/2011; Clonazepam 2mg, quantity 30, on 2/23/2011; Zolpidem 10 mg, quantity 30, on 2/23/2011; Amphetamine Salt 20 mg, quantity 90, on 2/24/2011; Oxycodone/Acetaminophen 5/325 mg, quantity 30, on 2/28/2011; Oxycodone/APAP 5/325 mg, quantity 30, on 3/4/2011; Oxycodone 7.5/325 mg, quantity 70, on 3/22/2011; Amphetamine Salts 20 mg, quantity 90, on 3/29/2011; Clonazepam 2mg, quantity 30, on 4/13/2011; Zolpidem 10 mg, quantity 30, on 4/13/2011; Amphetamine Salts 20 mg, quantity 90, on 4/15/2011; Oxycodone/ Acetaminophen 7.5/325 mg, quantity 70, on 4/16/2011; Oxycodone/Acetaminophen 7.5/325 mg, quantity 100, on 5/5/2011; Acetaminophen Salts 20mg, quantity 90, on 5/5/2011;

Oxycodone/Acetaminophen 7.5/325 mg, quantity 100, on 5/12/2011; Oxycodone/Acetaminophen 7.5/325 mg, quantity 100, on 5/23/2011.

11. Tylenol #3 is a brand name for a combination drug product containing acetaminophen and codeine. Codeine is a schedule II controlled substance pursuant to §195.017.4(1)(a)(g).

12. Clonazepam is a schedule IV controlled substance pursuant to §195.017.8(2)(i).

13. Zolpidem is a schedule IV controlled substance pursuant to §195.017.8(2)(yy).

14. Amphetamine Salts is a schedule II controlled substance pursuant to §195.017.4(3)(a).

15. Oxycodone is a schedule IV controlled substance pursuant to §197.017.4(2)(n).

16. Respondent wrote the above prescriptions for controlled substances without a valid registration from the BNDD in violation of §195.030.2 and 19 CSR 30-1.017(2).

COUNT II

17. Licensee is currently physically incapacitated and physically unable to perform the functions and duties of a licensed physician. For this reason, Licensee agrees to the voluntary surrender of her license pursuant to Section III below.

18. By reason of the foregoing, Licensee is subject to the provisions of §334.099, RSMo.

II. JOINT CONCLUSIONS OF LAW

19. Section 334.100.2(13), RSMo., states:

2. The board may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621 against any holder of any certificate of registration or authority, permit or license required by this

chapter or any person who has failed to renew or has surrendered the person's certificate of registration or authority, permit or license for any one or any combination of the following causes:

(13) Violation of the drug laws or rules and regulations of this state, any other state or the federal government.

20. The Licensee's conduct, as established by the foregoing facts, falls within the intendments of §334.100.2(13) RSMo., giving the Board cause for discipline against the Licensee's license.

21. Section 334.099 states:

334.099. 1. (1) The board may initiate a contested hearing to determine if reasonable cause exists to believe that a licensee or applicant is unable to practice his or her profession with reasonable skill and safety to the public by reason of medical or osteopathic incompetency, mental or physical incapacity, or due to the excessive use or abuse of alcohol or controlled substances.

(8) After receiving the report of the examination ordered in subdivision (4) of this subsection, the board may hold a contested hearing to determine if by clear and convincing evidence the licensee or applicant is unable to practice with reasonable skill or safety to the public by reasons of medical or osteopathic incompetency, reason of mental or physical incapacity, or due to the excessive use or abuse of alcohol or controlled substances. If the board finds that the licensee or applicant is unable to practice with reasonable skill or safety to the public by reasons of medical or osteopathic incompetency, reason of mental or physical incapacity, or excessive use or abuse of controlled substances, the board shall, after a hearing, enter an order imposing one or more of the disciplinary measures set forth in subsection 4 of section 334.100.

III. JOINT AGREEMENT ON DISCIPLINE

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the order entered by the Board in this matter under the authority of §621.110 RSMo. 2000. This agreement, including the disciplinary order, will be

effective immediately on the date entered and finalized by the Board. The following are the terms of the disciplinary order:

22. License number 2009003022, issued by the Board to the Licensee, is hereby VOLUNTARILY SURRENDERED IN LIEU OF DISCIPLINE. Licensee agrees not to reapply for a license for two (2) years and one (1) day from the effective date of this agreement.

23. Within ten (10) days of the effective date of this agreement, the Licensee shall return all indicia of Missouri medical licensure to the Board including but not limited to her wall hanging license and pocket card.

24. The Licensee shall notify, within fifteen (15) days of the effective date of this agreement, all hospitals, nursing homes, out-patient centers, surgical centers, clinics, and all other facilities where the Licensee practices or has privileges, of her disciplinary status. The Licensee shall notify any physician assistants or other allied health care professionals she supervises of the disciplinary action imposed. Notification shall be in writing and the Licensee shall, contemporaneously with the giving of such notice, submit a copy of the notice to the Board for verification by the Board or its designated representative. If the Licensee does not have privileges or practices at any facility, she shall notify the Board of that fact in writing within fifteen (15) days of the effective date of this settlement agreement.

25. For purposes of this agreement, unless otherwise specified in this agreement, all reports, documentation, evaluations, notices, or other materials required to be submitted

to the Board in this Order shall be forwarded to The State Board of Registration for the Healing Arts, Attention: Investigations, P.O. Box 4, Jefferson City, Missouri 65102.

26. Licensee hereby waives and releases the Board, its members, and any of its employees, agents, or attorneys, including any former Board members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees, costs and expenses, and compensation, including, but not limited to any claims for attorneys fees and expenses, including any claims pursuant to §536.087, RSMo., or any claim arising under 42 USC 1983, which may be based upon, arise out of, or relate to any of the matters raised in this agreement, or from the negotiation or execution of this agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this agreement in that it survives in perpetuity even in the event that any court of law deems this agreement or any portion thereof void or unenforceable.

LICENSEE

BOARD

Janel Fullmer 10/21/12 Connie Clarkston 11/1/12
Licensee Date Executive Director Date

Nicole L. Sublett 10/29/12 Sarah Schappe 11/1/12
Missouri Bar No. 51728 Date General Counsel, Missouri Bar No. 52011 Date

EFFECTIVE THIS 1st DAY OF November, 2012.